

Ariadne Panagopoulou (AP - 2202)
Pardalis & Nohavicka, LLP
3510 Broadway, Suite 201
Astoria, NY 11106
Telephone: (718) 777-0400
Facsimile: (718) 777-0599
Attorneys for the Plaintiffs

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

Spiros Ntalianas and Ilias Ilyrian, *on behalf*)
of themselves and others similarly situated,)

Civil Case No.:

Plaintiffs,)

FLSA COLLECTIVE ACTION

-v-

COMPLAINT

B & A Contracting of Landmark Inc., and)
B & A Contracting of NY Inc., and Kostas)
Georgiades, *jointly and severally,*)
Defendants.)

NATURE OF THE ACTION

1. Plaintiffs Spiros Ntalianas and Ilias Ilyrian ("Plaintiffs"), bring this action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et. seq.* in order to remedy Defendants' wrongful withholding of Plaintiffs' lawfully earned wages and overtime compensation. Plaintiffs also bring these claims under New York Labor Law ("NYLL"), Article 6, §§ 190 *et seq.*, and Article 19 §§ 650 *et seq.* as well as the supporting New York State Department of Labor Regulations for violations of minimum wages, overtime wages, spread-of-hours pay and notice and record-keeping requirements. Finally, Plaintiffs bring a claim for breach of contract.

SUMMARY

2. Plaintiffs were employed by Defendants, B & A Contracting of Landmark Inc., B & A Contracting of NY Inc., and Kostas Georgiades as tile installers.

3. Defendants have repeatedly deprived Plaintiffs of their minimum and overtime compensation, and spread-of-hours pay.

4. Prior to the commencement of their employment, there was a verbal agreement between Plaintiffs and Defendants that they would be remunerated at a rate of Two Hundred Dollars (\$200.00) per daily shift, which took place from the hours of 8:00 AM to 4:00 PM, and One Hundred Dollars (\$100.00) per nightly shift, which took place from 4:00 PM to 8:00 pm.

5. Plaintiffs were employed for several weeks by Defendants, in which they received no payment at all for their work.

6. Defendants engaged in their unlawful conduct pursuant to a corporate policy of minimizing labor costs and denying employees compensation by knowingly violating the FLSA and NYLL.

7. As a result of Defendants' actions, Plaintiffs have suffered great hardship and damages.

8. Defendants' conduct extended beyond Plaintiffs to all other similarly situated employees. Plaintiffs seek certification of their FLSA claims as a collective action on behalf of themselves, individually, and those other similarly situated employees and former employees of Defendants pursuant to 29 U.S.C. § 216 (b).

JURISDICTION AND VENUE

Federal Question Jurisdiction and Supplemental Jurisdiction

9. This Court has original subject matter jurisdiction over this action under 28

1 U.S.C. § 1331 because the civil action herein arises under the laws of the United States,
2 namely, the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* Additionally, this Court also
3 has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. § 1367(a).

4 **Personal Jurisdiction**

5 10. This Court may properly maintain personal jurisdiction over Defendants under
6 Rule 4 of the Federal Rules of Civil Procedure because Defendants' contacts with this state and
7 this judicial district are sufficient for exercise of jurisdiction over Defendants so as to comply
8 with traditional notions of fair play and substantial justice.

9 **Venue**

10 11. Venue is proper in the Eastern District of New York under 8 U.S.C. §§ 1391 (b)
11 (1) and (2) because Defendants reside and conduct business in this judicial district and because
12 a substantial part of the acts or omissions giving rise to the claims set forth herein occurred in
13 this judicial district.

14 **THE PARTIES**

15 **Plaintiffs**

16 **Spiros Ntalianas**

17 12. Plaintiff Spiros Ntalianas ("Ntalianas") is an adult individual residing in the
18 State of New York, County of Queens.

19 13. Ntalianas is a covered employee within the meaning of the FLSA, 29 U.S.C. §
20 203(e) and the NYLL § 190.

21 14. Ntalianas worked for Defendants in August 2016 for approximately one month
22 as a mason.

23 15. Ntalianas regularly handled goods in interstate commerce, such as marble and
24 tiles imported from outside the State of New York.

1 16. Prior to the commencement of his employment, there was a verbal agreement
2 between Ntalianas and Defendants that he would be remunerated at a rate of Two Hundred
3 Dollars (\$200.00) per daily shift, which took place from the hours of 8:00 AM to 4:00 PM, and
4 One Hundred Dollars (\$100.00) per nightly shift, which took place from 4:00 PM to 8:00 pm.

5 17. For the monthly period of August 2016, Ntalianas worked an average of 12
6 hours per day from 8:00 a.m. to approximately 8:00 p.m., 5 days per week, amounting to a
7 total of 60 hours per week.
8

9 18. Specifically, Ntalianas performed tile installations in different commercial
10 buildings and schools, including Babylon High School, as instructed by Defendant Kostas
11 Georgiades. Ntalianas's schedule was set by Defendant Kostas Georgiades at all times.
12

13 19. Throughout this entire period, Ntalianas was not paid at all for his regular or
14 overtime hours worked, nor was he given any spread-of-hours pay.

15 20. As a result of non-payment, he was forced to quit his employment.

16 21. Ever since his resignation, he repeatedly asked to be paid his wages but he was
17 not paid anything.
18

19 22. Ntalianas was not provided with a notice containing the rate and basis of his
20 pay; the designated pay date; and the employer's name, address and telephone number at the
21 time of hiring or at any point thereafter.
22

23 23. Ntalianas was never provided with wage statements detailing dates worked,
24 money received and the employer's details at any point during the time of his employment with
25 Defendants.

26 24. Upon information and belief, while Defendants employed Ntalianas, they failed
27 to post notices explaining the minimum wage rights of employees under the FLSA and NYLL
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1 and failed to inform Ntalianas of such rights.

2 25. Throughout the duration of his employment, Ntalianas did not have any
3 supervisory authority nor did he exercise discretion or independent judgment with respect to
4 matters of significance.

5 26. Ntalianas consented in writing to be a party to the FLSA claims in this action,
6 pursuant to 29 U.S.C. §216(b).

7 27. Ntalianas has knowledge of other individuals who were not paid their regular
8 and overtime wages while working for Defendants.

9
10 **Ilias Ilyrian**

11 28. Plaintiff Ilias Ilyrian (“Ilyrian”) is an adult individual residing in the State of
12 New York, County of Queens.

13 29. Ilyrian is a covered employee within the meaning of the FLSA, 29 U.S.C. §
14 203(e) and the NYLL § 190.

15 30. Ilyrian worked for Defendants in August 2016 for approximately two weeks as
16 a mason.

17 31. Ilyrian regularly handled goods in interstate commerce, such as marble and tiles
18 imported from outside the State of New York.

19 32. Prior to the commencement of his employment, there was a verbal agreement
20 between Ilyrian and Defendants that he would be remunerated at a rate of Two Hundred
21 Dollars (\$200.00) per daily shift, which took place from the hours of 8:00 AM to 4:00 PM, and
22 One Hundred Dollars (\$100.00) per nightly shift, which took place from 4:00 PM to 8:00 pm.

23 33. For the monthly period of August, Ilyrian worked an average of 12 hours per
24 day from 8:00 a.m. to approximately 8:00 p.m., 6 days per week amounting to 72 hours per
25

1 week.

2 34. Specifically, Ilyrian performed tile installations in different commercial
3 buildings and schools, including Babylon High School, as instructed by Defendant Kostas
4 Georgiades. Ilyrian's schedule was set by Defendant Kostas Georgiades at all times.

5 35. Throughout this entire period, Ilyrian was not paid at all for his regular or
6 overtime hours worked, nor was he given any spread-of-hours pay.

7 36. As a result of non-payment, he was forced to quit his employment.

8 37. Ever since his resignation, he repeatedly asked to be paid his wages but he was
9 not paid anything.

10 38. Ilyrian was not provided with a notice containing the rate and basis of his pay;
11 the designated pay date; and the employer's name, address and telephone number at the time of
12 hiring or at any point thereafter.

13 39. Ilyrian was never provided with wage statements detailing dates worked, money
14 received and the employer's details at any point during the time of his employment with
15 Defendants.

16 40. Upon information and belief, while Defendants employed Ilyrian, they failed to
17 post notices explaining the minimum wage rights of employees under the FLSA and NYLL
18 and failed to inform Ilyrian of such rights.

19 41. Throughout the duration of his employment, Ilyrian did not have any
20 supervisory authority nor did he exercise discretion or independent judgment with respect to
21 matters of significance.

22 42. Ilyrian consented in writing to be a party to the FLSA claims in this action,
23 pursuant to 29 U.S.C. §216(b).

1 York City.

2 47. Upon information and belief, non-exempt workers at B & A Contracting of
3 Landmark Inc., and B & A Contracting of NY Inc. perform the same job duties and are subject
4 to the same employment policies and practices.

5 48. Accordingly, all non-exempt employees working at any one Corporate
6 Defendant at a particular instance were simultaneously considered and accounted for as
7 employees of both Corporate Defendants collectively.
8

9 **(Corporate Defendants)**

10 **B&A Contracting of Landmark Inc.**

11 49. B&A Contracting of Landmark Inc. is a domestic corporation formed on
12 November 20, 2013, organized and existing under the laws of the State of New York.
13

14 50. B&A Contracting of Landmark Inc. employs numerous full-time employees and
15 is involved in many commercial projects throughout New York City.

16 51. At all relevant times, B&A Contracting of Landmark Inc. was a covered
17 employer within the meaning of the FLSA, 29 U.S.C. § 203(d) and the NYLL § 190.
18

19 52. At all relevant times, B&A Contracting of Landmark Inc. maintained control,
20 oversight, and direction over the Plaintiffs, including timekeeping, payroll and other
21 employment practices that applied to him.

22 53. At all relevant times, B&A Contracting of Landmark Inc. was "an enterprise
23 engaged in commerce" within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A) because its
24 employees were handling marble stone imported out of state and distributed in New York. In
25 addition, B&A Contracting of Landmark Inc. conducted business with vendors and other
26 businesses outside the state of New York and engaged in credit card transactions involving
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28

1 banks and other institutions outside the state of New York.

2 54. Upon information and belief, at all relevant times, B&A Contracting of
3 Landmark Inc.'s annual gross volume of sales made, or business done, was not less than
4 \$500,000.00, exclusive of separate retail excise taxes, within the meaning of the FLSA, 29
5 U.S.C. § 203(s)(1)(a)(ii). In the alternative, B&A Contracting of Landmark Inc. was part of an
6 integrated enterprise that had gross volume of sales exceeding \$500,000.00.
7

8 **B&A Contracting of NY Inc.**

9 55. B&A Contracting of NY Inc. is a domestic corporation formed on July 18,
10 2011, organized and existing under the laws of the state of New York.
11

12 56. Although B&A Contracting of NY Inc. was dissolved on August 31, 2016, it
13 continues to operate and conduct business on a daily basis and is involved in many commercial
14 projects throughout New York City.

15 57. At all relevant times, B&A Contracting of NY Inc. was a covered employer
16 within the meaning of the FLSA, 29 U.S.C. § 203(d) and the NYLL § 190.
17

18 58. At all relevant times, B&A Contracting of NY, Inc. maintained control,
19 oversight, and direction over the Plaintiffs, including timekeeping, payroll and other
20 employment practices that applied to them.

21 59. At all relevant times, B&A Contracting of NY Inc. was "an enterprise engaged
22 in commerce" within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A) because its
23 employees were handling marble stone imported out of state and distributed in New York. In
24 addition, B&A Contracting of NY Inc. conducted business with vendors and other businesses
25 outside the state of New York and engaged in credit card transactions involving banks and
26 other institutions outside the state of New York.
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COLLECTIVE ACTION ALLEGATIONS

65. Pursuant to 29 U.S.C. §§ 203, 206, 207 and 216(b), Plaintiffs bring their First and Second Causes of Action as a collective action under the FLSA on behalf of themselves and the following collective:

All persons employed by Defendants at any time since October 25, 2013 and through the entry of judgment in this case (the “Collective Action Period”) who worked as helpers, stone cutters, masons and all other non-exempt employees (the “Collective Action Members”).

66. A collective action is appropriate in this circumstance because Plaintiffs and the Collective Action Members are similarly situated, in that they were all subject to Defendants' illegal policies of failing to pay minimum wage for all hours worked and overtime premiums for work performed in excess of forty (40) hours each week.

67. Plaintiffs and the Collective Action Members have substantially similar job duties and are paid pursuant to a similar, if not the same, payment structure.

68. The claims of Plaintiffs stated herein are similar to those of the other employees.

FIRST CAUSE OF ACTION

Fair Labor Standards Act – Minimum Wages

69. Plaintiffs, on behalf of themselves and the Collective Action Members, reallege and incorporate by reference the allegations made in all preceding paragraphs as if fully set forth herein.

1 70. At all relevant times, Plaintiffs and the Collective Action Members were
2 employees and employed by Defendants within the meaning of the FLSA, 29 U.S.C. § 203(d),
3 (e)(1), and (g).

4 71. At all times relevant, Defendants have been employers of Plaintiffs and the
5 Collective Action Members, and were engaged in commerce and/or the production of goods for
6 commerce within the meaning of 29 U.S.C. §§ 203 (s)(1) and 206 (a).

7 72. Defendants were required to pay directly to Plaintiffs, and the Collective Action
8 Members, the applicable Federal minimum wage rate for all hours worked pursuant to 29
9 U.S.C. § 206.

10 73. Defendants failed to pay Plaintiffs, and the Collective Action Members, their
11 earned minimum wages for all hours worked to which they were entitled to under the FLSA.

12 74. In fact, Defendants did not pay the Plaintiffs at all for their hours worked.

13 75. As a result of Defendants' violations of the FLSA, Plaintiffs and the Collective
14 Action Members have suffered damages by being denied minimum wages in accordance with
15 the FLSA in amounts to be determined at trial, and are entitled to recovery of such amounts,
16 liquidated damages, reasonable attorneys' fees, costs, and other compensation pursuant to 29
17 U.S.C. § 216 (b).

18 76. Defendants' unlawful conduct, as described in this Complaint, has been willful
19 and intentional. Defendants were aware, or should have been aware, that the practices described
20 in this Complaint were unlawful.

21 77. Defendants have not made a good faith effort to comply with the FLSA with
22 respect to the compensation of the Plaintiffs and the Collective Action Members.
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1 78. Defendants failed to post or keep posted conspicuous notices of Plaintiffs' rights
2 as required by the U.S. Department of Labor pursuant to 29 C.F.R. § 516.4, further evincing
3 Defendants' lack of good faith.

4 79. Because Defendants' violations of the FLSA have been willful, a three-year
5 statute of limitations applies pursuant to 29 U.S.C. § 255(a).
6

7 **SECOND CAUSE OF ACTION**

8 **Fair Labor Standards Act – Unpaid Overtime Wages**

9 80. Plaintiffs and the Collective Action Members reallege and incorporate by
10 reference the allegations made in all preceding paragraphs as if fully set forth herein.
11

12 81. The overtime wage provisions set forth in the FLSA, 29 U.S.C. § 207 (a)(1) and
13 the supporting federal regulations, apply to Defendants and protect Plaintiffs and the Collective
14 Action Members.

15 82. Defendants have failed to pay Plaintiffs and the Collective Action Members
16 overtime wages at a rate of one and one-half times the regular rate at which they were employed
17 for but under no instance less than one and one-half times the statutory minimum wage for all of
18 the hours that they worked in excess of forty (40) hours per workweek.
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20 83. As a result of Defendants' violations of the FLSA, Plaintiffs and the Collective
21 Action Members have been deprived of overtime compensation and other wages in amounts to
22 be determined at trial, and are entitled to recovery of such amounts, liquidated damages,
23 attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216 (b).
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THIRD CAUSE OF ACTION

New York Labor Law – Minimum Wage

84. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

85. Defendants have engaged in a widespread pattern, policy, and practice of violating the NYLL, as detailed in this Complaint.

86. At all relevant times referenced herein, Plaintiffs have been employees of Defendants, and Defendants have been employers of Plaintiffs within the meaning of the NYLL §§ 190, 651 (5), 652, and the supporting New York State Department of Labor Regulations.

87. The minimum wage provisions of Article 19 of the NYLL and the supporting New York State Department of Labor Regulations apply to Defendants, and protect Plaintiffs.

88. From December 31, 2015 onwards, the minimum hourly wage in the State of New York is \$9.00 pursuant to NYLL § 652 and the New York State Department of Labor Regulations, 12 N.Y.C.R.R. Part 142-2.1.

89. Defendants were required to pay Plaintiffs no less than the applicable statutory minimum wage for all hours worked under the NYLL § 652 and the supporting New York State Department of Labor regulations, 12 N.Y.C.R.R. Part 142-2.1.

90. Through their knowing and intentional failure to pay any wages to Plaintiffs, Defendants have violated the NYLL Article 19, §§ 650 *et seq.*, and 12 N.Y.C.R.R. Part 142-2.1.

91. Defendants also failed to post conspicuous notices of the Plaintiffs' rights under the law, as required by the NYLL § 661 and the New York State Department of Labor Regulations, 12 N.Y.C.R.R. Part 142-2.8, further evincing Defendants' lack of good faith.

92. Defendants' failure to pay Plaintiffs at least at minimum wage was willful within the meaning of NYLL § 663.

93. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recover from Defendants their unpaid minimum wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest, pursuant to NYLL § 198 (1-a).

FOURTH CAUSE OF ACTION

New York Labor Law – Unpaid Overtime Wages

94. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

95. The overtime wage provisions as set forth in NYLL §§ 190 *et seq.* and the supporting New York State Department of Labor Regulations apply to Defendants and protect Plaintiffs.

96. Defendants have failed to pay Plaintiffs proper overtime which they were entitled to at a wage rate of one and one-half times their regular rate but under no instance less than one and one-half times the statutory minimum wage as defined by the New York State Department of Labor regulations, 12 N.Y.C.R.R. Part 142-2.2.

97. Through their knowing or intentional failure to pay Plaintiffs proper overtime wages for hours worked in excess of forty (40) hours per workweek, Defendants have violated the NYLL §§ 190 *et seq.*, and the supporting New York State Department of Labor Regulations.

98. Defendants' failure to pay Plaintiffs overtime compensation was willful within the meaning of NYLL § 663.

SIXTH CAUSE OF ACTION

New York Labor Law– Failure to Provide Notice at the Time of Hiring

105. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

106. Defendants have failed to provide Plaintiffs at the time of hiring or at any point thereafter, a notice containing the rate of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; the regular pay day designated by the employer; the physical address of the employer's main office or principal place of business; the telephone number of the employer, and anything otherwise required by law, in violation of NYLL § 195(1).

107. Due to Defendants' violations of the NYLL § 195(1), Plaintiffs are entitled to recover from Defendants statutory damages of Fifty dollars (\$50) per workday that the violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL § 198 (1-b).

SEVENTH CAUSE OF ACTION

New York Labor Law– Failure to Provide Wage Statements

108. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

109. Defendants have failed to provide Plaintiffs with wage statements listing their rate of pay; basis of pay; the period covered; and overtime pay, in violation of NYLL § 195(3).

110. Due to Defendants' violations of the NYLL, Plaintiffs are entitled to recover from Defendants statutory damages of Two Hundred and Fifty dollars (\$250) per workday that the violation occurred, up to a maximum of Five Thousand Dollars (\$5,000), pursuant to NYLL § 198 (1-d).

EIGHTH CAUSE OF ACTION

New York State Common Law - Breach of Contract

111. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

112. An enforceable agreement existed between Plaintiffs and Defendants whereby Plaintiffs agreed to perform work for Defendants and, in turn, be remunerated at a rate of Two Hundred Dollars (\$200.00) per daily shift and One Hundred Dollars (\$100.00) per nightly shift.

113. Plaintiffs satisfactorily performed work for Defendants thereby performing fully their obligations under the agreement.

114. Defendants did not remunerate Plaintiffs at all for all the work they performed at the agreed hourly rate; therefore, Defendants breached the agreement.

115. As a direct result of Defendants' breach, Plaintiffs sustained damages in an amount to be determined at trial based upon an accounting of the amount Plaintiffs should have been paid as contemplated by their employment agreement with Defendants, with an award of interest, costs, disbursements, and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek the following relief:

A. Designating this action as a collective action and authorizing prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all putative collective action members, apprising them of the pendency of this action, and permitting them promptly to file consents to be Plaintiffs in the FLSA claims in this action;

1 B. Issuance of a declaratory judgment that the practices complained of in this
2 complaint are unlawful under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, New
3 York Labor Law, Article 6, §§ 190 *et seq.*, and Article 19, §§ 650 *et seq.*, and the supporting
4 New York State Department of Labor Regulations;

5 C. Unpaid minimum wages and overtime pay under the FLSA and an additional
6 and equal amount as liquidated damages pursuant to 29 U.S.C. § 216(b) and the supporting
7 United States Department of Labor regulations;

8 D. Unpaid minimum and overtime wages, and spread-of-hours pay under NYLL,
9 and an additional and equal amount as liquidated damages pursuant to NYLL § 198(1-a) and §
10 663(1);

11 E. Civil penalties of One Thousand One Hundred Dollars (\$1,100) for each of
12 Defendants' willful and repeated violations of the FLSA pursuant to 29 U.S.C. § 216(b);

13 F. An award of statutory damages for Defendants' failure to provide Plaintiffs with
14 a wage notice at the time of hiring pursuant to NYLL § 198 (1-b);

15 G. An award of statutory damages for Defendants' failure to provide Plaintiffs with
16 wage statements pursuant to NYLL § 198 (1-d);

17 H. Compensatory damages due to Defendants' breach of contract in an amount to
18 be determined at trial;

19 I. A permanent injunction requiring Defendants to pay all statutorily required
20 wages pursuant to the FLSA and NYLL;

21 J. If liquidated damages pursuant to FLSA, 29 U.S.C. § 216(b), are not awarded,
22 an award of prejudgment interest pursuant to 28 U.S.C. § 1961;

1 K. An award of pre-judgment interest of nine per centum per annum (9%) pursuant
2 to the New York Civil Practice Law and Rules §§ 5001-5004;

3 L. An award of post-judgment interest pursuant to 28 U.S.C. § 1961 and/or the
4 New York Civil Practice Law and Rules § 5003;

5 M. An award of attorney's fees, costs, and further expenses up to fifty dollars,
6 pursuant to 29 U.S.C. § 216(b), and NYLL §§ 198 and 663(1);
7

8 N. Such other relief as this Court shall deem just and proper.

9 Dated: Astoria, New York
10 October 25, 2016

11
12 Respectfully submitted,
13 **PARDALIS & NOHAVICKA, LLP**

14 By: /s/Ariadne Panagopoulou
15 Ariadne Panagopoulou (AP-2202)
16 *Attorneys for the Plaintiffs*
17 35-10 Broadway, Suite 201
18 Astoria, New York 11106
19 Tel: 718.777.0400 | Fax: 718.777.0599
20 Email: ari@pnlawyers.com
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NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. §216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

I consent to be a party plaintiff in a lawsuit against B & A Contracting of NY, Inc., and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. section §216(b). I hereby designate **Pardalis & Nohavicka LLP** to represent me in such a lawsuit.

Dated: 10/06/2016



Signature

Elias Strian

Print

23-54 Steinway St
Astoria, NY

Address

347 265 7471


Telephone

NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. §216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

I consent to be a party plaintiff in a lawsuit against 32 A Contracting of NY, Inc. and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. section §216(b). I hereby designate **Pardalis & Nohavicka LLP** to represent me in such a lawsuit.

Dated: 9/27 2016



Signature

Khurshid Ramesh Etnip

Print

190222 Dr. Astropio NY 11105

Address

646-236-5558

Telephone